

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

DYLAN R. SHARPSTENE,

Plaintiff,

-against-

JEFFREY BURCUME and NATALIE HARTLE,

Defendants.

STIPULATION OF
SETTLEMENT
AND ORDER OF
DISCONTINUANCE
PURSUANT TO
RULE 41(A)

22-CV-27

(GTS) (DJS)

WHEREAS, Defendants, whether in their individual or official capacities, expressly deny any wrongful conduct or liability, or violation of any federal, state, or local statute, ordinance, or law in this matter whatsoever;

WHEREAS, St. Lawrence County, not named as a party to this litigation, served as the employer of the named defendants in this matter related to the subject matter of this proceeding, expressly denies any wrongful conduct or liability, or violation of any federal, state, or local statute, ordinance, or law in this matter whatsoever;

WHEREAS, Plaintiff and Defendants wish to fully resolve the claims alleged in the Complaint in the Action, and any and all other disputes, whether known or unknown, without further litigation or proceedings and without admission of fault or liability and have negotiated in good faith for that purpose; and,

WHEREAS, in consideration of the mutual promises, covenants, representations, and other consideration contained in this Stipulation of Settlement and Order of Discontinuance, Plaintiff, Defendants and St. Lawrence County hereby agree as follows.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned plaintiff and attorney for the defendants, constituting all of the parties to the above-entitled action, and on behalf of the County of St. Lawrence, whereas no party hereto is an infant or incompetent person

for whom a committee has been appointed, and no person not a party or the County of St. Lawrence has an interest in the subject matter of the action, the above-entitled action be and the same hereby is settled and discontinued upon the following terms and conditions, which it is agreed are of and shall have no legal precedential value in any other case either between the parties to this case, St. Lawrence County, or any other parties:

1. Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, the parties hereby discontinue this action with prejudice, and without damages, costs, interest, attorney's fees or expenses in excess of the amount specified in Paragraph 4 below. The parties and the County of St. Lawrence discharge and release each other, from any and all claims, demands, or causes of action, known or unknown, now existing or hereafter arising, whether presently asserted or not, which relate in any way to the subject matter of this action, and further agree to discontinue and/or not to commence or to pursue in any court, arbitration or administrative proceeding, any litigation, appeal or claim against one another pertaining to the underlying facts, circumstances or incidents that gave rise to the aforementioned action, or any results of the aforementioned facts, circumstances or incidents.

2. The parties and the County of St. Lawrence agree that no provision of this Stipulation of Settlement shall be interpreted to be an admission of wrongdoing or acknowledgment of the validity of any of the allegations or claims that have been made in the action.

3. This Stipulation of Settlement does not constitute a determination of, or admission by any party or the County of St. Lawrence, to any underlying allegations, facts or merits of their respective positions. The settlement of this action is limited to the circumstances in this case alone and shall not be given effect beyond the specific provisions stipulated to herein. This Stipulation of Settlement does not form and shall not be claimed as any precedent for or an

agreement by the parties or the County of St. Lawrence to any generally applicable policy or procedure in the future.

4. In full consideration of Plaintiff's execution of this Stipulation of Settlement, his agreement to be bound by its terms, and his undertakings as set forth herein including, but not limited to, the dismissal of the Action with prejudice and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County of St. Lawrence, on behalf of the Defendants, shall pay to Plaintiff the gross amount of Twelve Thousand Five Hundred Dollars (\$12,500), in full satisfaction of any and all claims, allegations or actions, direct or indirect, known or unknown, that Plaintiff had, has, or may have against the Defendants, whether in their individual or official capacities, the County of St. Lawrence, or any of its predecessors, or any of their current or former employees, officers, subdivisions, units or related entities, arising out of conduct, acts, or omissions prior to, up to and including the date of this Stipulation of Settlement, including but not limited to those asserted in the Action, including any attorneys' fees, costs, disbursements, and expenses incurred by Plaintiff in the Action or in connection with any other proceeding, administrative, judicial, or otherwise, and any other claim or action alleging any of the acts, transactions, occurrences, or omissions asserted in the Action.

5. The foregoing payment shall be made payable to Plaintiff, Dylan R. Sharpstene, and forwarded to Plaintiff at an address to be designated by the Plaintiff in writing. Plaintiff represents he has not retained or authorized any attorney to act on his behalf in connection with this Action.

6. Payment of the settlement amount specified in Paragraph 4 of this Stipulation of Settlement is subject to the approval of the governing body of the County of St. Lawrence pursuant to applicable laws, and the Plaintiff agrees to execute and deliver all necessary and appropriate vouchers and/or other documentation requested with respect to obtaining such

approval and effectuating payment. The County of St. Lawrence agrees to promptly process payment to Plaintiff as soon as reasonably practicable following entry of the Order herein by the Court.

7. This Stipulation of Settlement may be executed in any number of counterparts, all of which taken together shall constitute one Stipulation of Settlement, and may be executed by facsimile or electronic signature and facsimile or electronic notary seal.

8. The foregoing constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the plaintiff, counsel for the Defendants, and St. Lawrence County, acknowledge that they have read this Stipulation of Settlement and accept and agree to the provisions contained herein, and have each executed this Stipulation of Settlement to be effective on the day and date indicated below.

Dated: ^{Canton,} ~~05-08-23~~ New York
May 08, 2023

PLAINTIFF



Dylan R. Sharpstene
DYLANSHARPSTENE38@GMAIL.COM

Dated: Albany, New York
May 10, 2023

LAW OFFICE OF JEFFREY P. MANS

By:



Jeffrey P. Mans, Esq.
Bar Roll No. 508506
Attorney for Defendants Burcume and Hartle
ADKHIGHLANDER@GMAIL.COM

Dated: Canton, New York
June 7, 2023

ST. LAWRENCE COUNTY

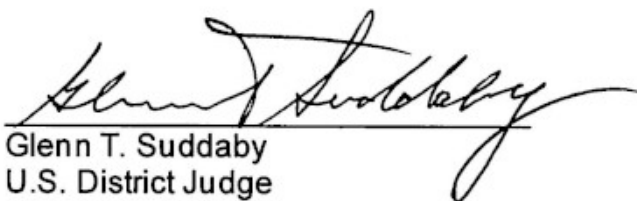
By:

A handwritten signature in cursive script, appearing to read "David Forsythe", written over a horizontal line.

David Forsythe, Chair
St. Lawrence County Board of Legislators

Dated: Syracuse, New York
June 8, 2023

SO ORDERED:

A handwritten signature in cursive script, appearing to read "Glenn T. Suddaby", written over a horizontal line.
Glenn T. Suddaby
U.S. District Judge